

<b>AWARD/CONTRACT</b>		<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA4		<b>Page</b> 1 <b>Of</b> 32	
<b>2. Contract (Proc. Inst. Ident) No.</b> DAAE07-03-D-S036		<b>3. Effective Date</b> 2003FEB28		<b>4. Requisition/Purchase Request/Project No.</b> SEE SCHEDULE			
<b>5. Issued By</b> TACOM AMSTA-LC-CHAD FLOYD DAOUST (586)574-5202 WARREN, MICHIGAN 48397-5000  HTTP://CONTRACTING.TACOM.ARMY.MIL  <b>e-mail address:</b> DAOUSTF@TACOM.ARMY.MIL		<b>Code</b> W56HZV		<b>6. Administered By (If Other Than Item 5)</b> DCMA LONG ISLAND 605 STEWART AVENUE GARDEN CITY, NY 11530-4761		<b>Code</b> S3309A	
<b>7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code)</b> WASHINGTON FOUNDRIES 1434 VIAN AVENUE HEWLETT, NY 11557   TYPE BUSINESS: Other Small Business Performing in U.S.				<b>8. Delivery</b> <input checked="" type="checkbox"/> FOB Origin <input type="checkbox"/> Other (See Below)			
				<b>9. Discount For Prompt Payment</b> Net 30 Days			
				<b>10. Submit Invoices (4 Copies Unless Otherwise Specified)</b>			<b>Item</b> 12
<b>Code</b> 1PWB6		<b>Facility Code</b>		<b>To The Address Shown In:</b>			
<b>11. Ship To/Mark For</b> SEE SCHEDULE		<b>Code</b>		<b>12. Payment Will Be Made By</b> DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266		<b>Code</b> HQ0337	
<b>13. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				<b>14. Accounting And Appropriation Data</b>			
<b>15A. Item No.</b> SEE SCHEDULE		<b>15B. Schedule Of Supplies/Services</b> CONTRACT TYPE: Firm-Fixed-Price		<b>15C. Quantity</b>		<b>15D. Unit</b>	
				<b>15E. Unit Price</b>		<b>15F. Amount</b>	
Contract Expiration Date: 2008FEB28				<b>15G. Total Amount Of Contract</b>		\$0.00	
<b>16. Table Of Contents</b>							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
<b>Part I - The Schedule</b>				<b>Part II - Contract Clauses</b>			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	25
X	B	Supplies or Services and Prices/Costs	5	<b>Part III - List Of Documents, Exhibits, And Other Attachments</b>			
X	C	Description/Specs./Work Statement	10		J	List of Attachments	
X	D	Packaging and Marking	14	<b>Part IV - Representations And Instructions</b>			
X	E	Inspection and Acceptance	16		K	Representations, Certifications, and Other Statements of Offerors	
X	F	Deliveries or Performance	18		L	Instrs., Conds., and Notices to Offerors	
X	G	Contract Administration Data	21		M	Evaluation Factors for Award	
X	H	Special Contract Requirements	22				
<b>Contracting Officer Will Complete Item 17 Or 18 As Applicable</b>							
<b>17. <input type="checkbox"/> Contractor's Negotiated Agreement</b> (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				<b>18. <input checked="" type="checkbox"/> Award</b> (Contractor is not required to sign this document.) Your offer on Solicitation Number DAAE0701RS191 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
<b>19A. Name And Title Of Signer (Type Or Print)</b>				<b>20A. Name Of Contracting Officer</b> PAMELA L. GROZDON GROZDONP@TACOM.ARMY.MIL (586)574-8552			
<b>19B. Name of Contractor</b>  <b>By</b> _____ (Signature of person authorized to sign)		<b>19c. Date Signed</b>		<b>20B. United States Of America</b>  <b>By</b> _____/SIGNED/ (Signature of Contracting Officer)		<b>20C. Date Signed</b> 2003FEB28	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-D-S036 MOD/AMD	Page 2 of 32
Name of Offeror or Contractor: WASHINGTON FOUNDRIES		

SECTION A - SUPPLEMENTAL INFORMATION

	Regulatory Cite	Title	Date
A-1	52.204-4850 (TACOM)	ACCEPTANCE APPENDIX	FEB/2002
(a) Contract Number DAAE07-03-D-S036 is awarded to Washington Foundries, Inc. The Government accepts your proposal dated September 24, 2001, in response to Solicitation Number: DAAE07-01-R-S191, signed by R. Kejriwal, President of your company.			
(b) The contractor, in it's proposal, provided the following data for the listed clauses in this contract:			
<p>Section E, 52.246-4028, INSPECTION POINT: Contractor's Plant: Washington Foundries, Inc.  1434 Vian  Hewlett, NY 11557</p>			
<p>Subcontractor's Plant: Syntak Industries, Inc.  21966 Adams  Porter, TX 77365</p>			
(c) Any attachments not included with this document will be provided by TACOM-Warren directly to the administrative contracting officer (ACO) via e-mail. A hard copy of the award will be sent to those ACOs not EDW (Electronic Document Workflow) capable. Technical data packages will be mailed by TACOM-Warren to the ACO on CD-ROM. Within one week of this award, any office not able to obtain these attachments from TACOM's website ( <a href="http://contracting.tacom.army.mil/">http://contracting.tacom.army.mil/</a> ) and still requiring a copy, can request it by sending an e-mail message to the buyer listed on the front page of this contract.			
(d) The following Amendment(s) to the solicitation are incorporated into this contract: 0001 through 0014.			
[End of Clause]			
A-2	52.204-4016 (TACOM)	TACOM-WARREN ELECTRONIC CONTRACTING	MAR/2001
(a) TACOM is now operating in an electronic contracting environment. All TACOM solicitations and awards are now distributed on the TACOM Warren Business Opportunities web page ( <a href="http://contracting.tacom.army.mil/opportunity.htm">http://contracting.tacom.army.mil/opportunity.htm</a> ) and are no longer available in hard copy. The TDPs and other documents, when available electronically, will be an attachment or linked to the solicitation package on the web. Please see submission guidelines at <a href="http://contracting.tacom.army.mil/userguide.htm">http://contracting.tacom.army.mil/userguide.htm</a> and <a href="http://contracting.tacom.army.mil/ebidnotice.htm">http://contracting.tacom.army.mil/ebidnotice.htm</a> for more information. Any requirements included in the solicitation take precedence over guidance found on the TACOM contracting web page.			
(b) You may need to use special software to view documents that we post on the home page. This viewing software is freeware, available for download at no cost from commercial web sites like Microsoft and Adobe. In cases where such software is required, we provide a link from our page to the commercial site where the software is available. Once you arrive at the software developer's site, follow their instructions to download the free viewer. You then can return to the TACOM home page.			
(c) You are required to submit your offer, bid, or quote electronically. See the provision entitled "Electronic Offers (or 'Quotes' or 'Bids') Required in Response to This Solicitation (or 'Request for Quotations')" for more specific information.			
(d) Any award issued as a result of this solicitation will be distributed electronically. Awards posted on the TACOM Warren Business Opportunities web page represent complete OFFICIAL copies of contract awards.			
(e) If you have questions or need help in using the Acquisition Center Home Page, call our Electronic Contracting Help Desk at (586) 574-7059, or send an email message to: <a href="mailto:acqcenweb@tacom.army.mil">acqcenweb@tacom.army.mil</a>			
(f) If you have questions about the content of any specific item posted on our home page, please call the buyer or point of contact listed for the item. Additional help is available to small businesses from Government-funded Electronic Commerce Regional Centers (ECRCs) to implement EDI. Information on ECRC is available at <a href="http://www.ecrc.ctc.com">http://www.ecrc.ctc.com</a>			
[End of Clause]			
A-3	52.242-4021 (TACOM)	NOTICE REGARDING PLACEMENT OF DELIVERY ORDERS AND CONTRACTUAL ADMINISTRATION	JUL/1999

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-D-S036 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 32
---------------------------	--	----------------------------

**Name of Offeror or Contractor:** WASHINGTON FOUNDRIES

During the term of this contract, authority may be granted to agencies other than TACOM including Defense Supply Center, Defense Logistics Agency ("DSC/DLA"), Richmond, VA for placement of delivery orders under this contract. Administration of this contract may also be transferred to such agencies, including DSC/DLA.

[End of Clause]

This Amendment 0001 adds the clause titled "Heat Treatment and Marking of Wood Packaging Materials" to the solicitation.

\*\*\* END OF NARRATIVE A 001 \*\*\*

This Amendment 0002 extends the closing date to 15 Oct 01 @ 1:00 PM.

\*\*\* END OF NARRATIVE A 002 \*\*\*

This Amendment 0003 extends the closing date to 31 Oct 01 at 1:00 PM.

\*\*\* END OF NARRATIVE A 003 \*\*\*

This Amendment 0004 extends the closing date to 7 Nov 01 @ 1:00 PM.

\*\*\* END OF NARRATIVE A 004 \*\*\*

This Amendment 0005 extends the closing date to 15 Nov 01 @ 1:00 PM.

\*\*\* END OF NARRATIVE A 005 \*\*\*

This Amendment 0006 extends the closing date to 30 Nov 01 @ 1:00 PM.

\*\*\* END OF NARRATIVE A 006 \*\*\*

This Amendment 0007 extends the closing date to 17 Dec 01 @ 1:00 PM.

\*\*\* END OF NARRATIVE A 007 \*\*\*

This Amendment 0008 extends the closing date to 8 Jan 02 @ 1:00 PM.

\*\*\* END OF NARRATIVE A 008 \*\*\*

This Amendment 0009 extends the closing date to 29 Jan 02 @ 1:00 PM.

\*\*\* END OF NARRATIVE A 009 \*\*\*

1. This Amendment Number 0010 is issued to provide alternatives to the configuration shown in technical data package 12356987, Revision E, dated 3/20/01.
2. Meritor Heavy Vehicle Systems LLC Corp. part number A7-3722-M-819 is an acceptable substitute for military part number 12356987, except that marking with a label is not allowed.
3. The shoe, military part number 8758318, may be fabricated, rather than cast.
4. The steel may be painted in Meritor's standard black epoxy in lieu of CARC.
5. Marking may be by stenciling, or by the metal stamp, etch, or engrave requirements of military drawing 12356987.
6. The solicitation closing date remains unchanged at 29 Jan 02 @ 1:00 PM.

\*\*\* END OF NARRATIVE A 010 \*\*\*

1. This Amendment 0011 addresses the marking of the brake shoes.
2. Amendment 0010 established that one of the ways the brake shoes may be marked is by stenciling.
3. This Amendment 0011 establishes that using a rubber stamp to apply the marking is considered to be an acceptable equivalent to stenciling, provided that a permanent paint would be applied such as would be used in stenciling.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-03-D-S036 <b>MOD/AMD</b>	<b>Page</b> 4 <b>of</b> 32
<b>Name of Offeror or Contractor:</b> WASHINGTON FOUNDRIES		

4. The closing date is extended to 6 Feb 02 at 1:00 PM.

\*\*\* END OF NARRATIVE A 011 \*\*\*

1. This is Amendment 0012.
2. The purpose of this amendment is to clarify the allowable condition of the materials used to build the Brake Shoe Set.
3. The only materials allowed are those that are new, as defined in solicitation provision L-13, titled "NOTICE TO OFFERORS INTENDING TO OFFER OTHER THAN NEW MATERIAL (NEGOTIATED)".

\*\*\* END OF NARRATIVE A 012 \*\*\*

1. This is Amendment 0013.
2. All repropoals must be submitted in compliance with the terms, conditions, and the technical requirements of the solicitation.
3. The closing date for the repropoals is 29 Oct 02.

\*\*\* END OF NARRATIVE A 013 \*\*\*

1. This is Amendment 0014.
2. This purpose of this Amendment 0014 is to change the packaging requirements included in the solicitation.
3. Disregard Special Packaging Instruction number AK01621986 (also known as PD 12356987) wherever it appears or is referenced in the solicitation or the technical data package.
4. The packaging levels remain as Mil/B, but the new guiding document is the Packaging Requirements Sheet (Common Selective Group Packaging Requirements) shown herein. Reproposals shall be based upon the requirements of this Sheet.
5. The closing date is extended to 23 Jan 03 @ 1:00 PM.

\*\*\* END OF NARRATIVE A 014 \*\*\*

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-D-S036 MOD/AMD	Page 5 of 32
--------------------	---	--------------

Name of Offeror or Contractor: WASHINGTON FOUNDRIES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</p> <p>SUPPLIES OR SERVICES AND PRICES/COSTS:</p> <p>IN THE FOUR DIGIT ITEM NUMBERS (CLINS) THAT FOLLOW, THE NUMBERING SYSTEM THAT IS USED IS AS FOLLOWS:</p> <p>THE FIRST THREE DIGITS SIGNIFY ITEM AND THE FOURTH (LAST) DIGIT SIGNIFIES THE APPLICABLE ORDERING YEAR, i.e., CLIN 0011 IS FOR THE FIRST ITEM - FIRST ORDERING YEAR, CLIN 0012 IS FOR THE FIRST ITEM - SECOND ORDERING YEAR, CLIN 0013 IS FOR THE FIRST ITEM - THIRD ORDERING YEAR, ETC. THE FINAL LINE ITEM(S) ASSOCIATED WITH EACH PART, SUCH AS FAT, TECHNICAL MANUALS, SERVICES, OR TRAINING, WILL BECOME THE LAST ITEM NUMBER IN NUMERICAL SEQUENCE FOR EACH ITEM, e.g. 0016 (5 YEAR LONG TERM CONTRACT) OR 0014 (3 YEAR LONG TERM CONTRACT). IF MORE THAN ONE ITEM IS BEING PROCURED, THE NUMBERS WILL BE 0026 OR 0024 DEPENDING ON THE LENGTH OF THE LONG TERM CONTRACT.</p> <p>THE FOLLOWING DEFINITIONS APPLY TO THE ENTIRE SOLICITATION AND RESULTING CONTRACT:</p> <p><u>FIRST ORDERING YEAR</u> OF THE CONTRACT IS THE DATE OF AWARD PLUS 364 DAYS.</p> <p><u>SECOND ORDERING YEAR</u> OF THE CONTRACT IS 365 DAYS THROUGH 729 DAYS AFTER CONTRACT AWARD.</p> <p><u>THIRD ORDERING YEAR</u> OF THE CONTRACT IS 730 DAYS THROUGH 1,094 DAYS AFTER CONTRACT AWARD.</p> <p><u>FOURTH ORDERING YEAR</u> OF THE CONTRACT IS 1,095 DAYS THROUGH 1,459 DAYS AFTER CONTRACT AWARD.</p> <p><u>FIFTH ORDERING YEAR</u> OF THE CONTRACT IS 1,460 DAYS THROUGH 1,824 DAYS AFTER CONTRACT AWARD.</p> <p>NOTE: THE PRICE APPLICABLE TO AN INDIVIDUAL ORDER IS THE PRICE FOR THE ORDERING YEAR IN WHICH THE ORDER IS ISSUED. THE DELIVERY DATE DOES NOT DETERMINE THE ORDERING YEAR.</p> <hr/> <p>The information presented below applies to Item No. 0011 Through 0015:</p> <p>Minimum 5 Year Quantity: 300 PG (This will be ordered at the time of the basic contract award).</p> <p>Maximum 5 Year Quantity: 5,250 PG</p>				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-D-S036 MOD/AMD	Page 6 of 32
--------------------	---	--------------

Name of Offeror or Contractor: WASHINGTON FOUNDRIES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	<p>ONLY THE MINIMUM 5 YEAR QUANTITY IS GUARANTEED.</p> <p>NOTE: EACH ORDERING YEAR ESTIMATE IS A 12 MONTH AVERAGE MONTHLY DEMAND WITH PROGRAM FACTORS BUILT IN AND A 25% INCREASE PER YEAR.</p> <p>THIS BUY IS CROSS-REFERENCED TO PRON: EHL4R718EH (For Internal Purposes Only).</p> <p>(End of narrative A001)</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 2530-00-162-1986 NOUN: BRAKE SHOE SET FSCM: 19207 PART NR: 12356987 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12356987 REVISION: E DATE: 20-MAR-2001</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET UNIT PACK: 1 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>	ESTM. 600	PG	\$ 164.00000	
0012	<p><u>PRODUCTION QUANTITY</u></p>	ESTM. 600	PG	\$ 174.00000	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-D-S036 MOD/AMD	Page 7 of 32
--------------------	---	--------------

Name of Offeror or Contractor: WASHINGTON FOUNDRIES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NSN: 2530-00-162-1986 NOUN: BRAKE SHOE SET FSCM: 19207 PART NR: 12356987 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12356987 REVISION: E DATE: 20-MAR-2001</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET UNIT PACK: 1 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				
0013	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 2530-00-162-1986 NOUN: BRAKE SHOE SET FSCM: 19207 PART NR: 12356987 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12356987 REVISION: E DATE: 20-MAR-2001</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET UNIT PACK: 1 LEVEL PRESERVATION: Military</p>	ESTM. 600	PG	\$ 174.00000	

**Name of Offeror or Contractor:** WASHINGTON FOUNDRIES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	<p>LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>  (Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE                    (SHIP-TO) WILL BE FURNISHED PRIOR                    TO THE SCHEDULED DELIVERY DATE FOR                    ITEMS REQUIRED UNDER THIS                    REQUISITION.</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 2530-00-162-1986  NOUN: BRAKE SHOE SET  FSCM: 19207  PART NR: 12356987  SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u>  TOP DRAWING NR: TDP 12356987  REVISION: E  DATE: 20-MAR-2001</p> <p><u>Packaging and Marking</u>  PACKAGING/PACKING/SPECIFICATIONS:                    SEE PACKAGING REQUIREMENTS SHEET  UNIT PACK: 1  LEVEL PRESERVATION: Military  LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u>  INSPECTION: Origin      ACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u>  (Y00000)      SHIPPING INSTRUCTIONS FOR CONSIGNEE                    (SHIP-TO) WILL BE FURNISHED PRIOR                    TO THE SCHEDULED DELIVERY DATE FOR                    ITEMS REQUIRED UNDER THIS                    REQUISITION.</p>	ESTM. 600	PG	\$_____170.00000	
0015	<p><u>PRODUCTION QUANTITY</u></p> <p>NSN: 2530-00-162-1986</p>	ESTM. 600	PG	\$_____170.00000	



Name of Offeror or Contractor: WASHINGTON FOUNDRIES

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>NOUN: BRAKE SHOE SET FSCM: 19207 PART NR: 12356987 SECURITY CLASS: Unclassified</p> <p><u>Description/Specs./Work Statement</u> TOP DRAWING NR: TDP 12356987 REVISION: E DATE: 20-MAR-2001</p> <p><u>Packaging and Marking</u> PACKAGING/PACKING/SPECIFICATIONS: SEE PACKAGING REQUIREMENTS SHEET UNIT PACK: 1 LEVEL PRESERVATION: Military LEVEL PACKING: B</p> <p><u>Inspection and Acceptance</u> INSPECTION: OriginACCEPTANCE: Origin</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP-TO) WILL BE FURNISHED PRIOR TO THE SCHEDULED DELIVERY DATE FOR ITEMS REQUIRED UNDER THIS REQUISITION.</p>				

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-03-D-S036 <b>MOD/AMD</b>	<b>Page 10 of 32</b>
<b>Name of Offeror or Contractor:</b> WASHINGTON FOUNDRIES		

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.211-4015 (TACOM)	CONFIGURATION CONTROL - ENGINEERING CHANGES	JUL/2002

- (a) DEFINITIONS:
- (1) Engineering Change Proposal (ECP). An ECP is a suggestion that we (the Government) permanently change some requirement of the Technical Data Package (TDP). ECPs can be issued before or during contract performance. NOTE: The current Government Standard allows us ninety days to process routine ECPs. If you (the contractor) need a response in less than ninety days to meet contract requirements, you should consider submitting a waiver or deviation along with your ECP. Information on RFD/RFW's/ECP's can be found on the web at [http://contracting.tacom.army.mil/rfd\\_w/rfd\\_w.htm](http://contracting.tacom.army.mil/rfd_w/rfd_w.htm).
- (2) Deviation. A Request for Deviation (RFD) is a one-time request to deviate from TDP requirements. You must submit your deviation request before you deviate from the TDP requirements. You can request a deviation for a specific number of parts or the entire contract quantity.
- (3) Waiver. A Request for Waiver (RFW) is a one-time request that we accept one or more items from a production run that don't conform to TDP requirements. Waivers are submitted after the nonconformance has occurred. They are usually for a specific number of units.
- (b) When will TACOM start processing change requests? TACOM won't start processing any ECP or RFD/RFW until we receive the ACO's comments (see paragraph (e)) and the ECP or RFD/RFW documentation.
- (c) Contractor Responsibility. ECPs and RFD/RFW shall contain information per instruction of Attachment 20(RFD/W), or Attachment 14 (ECP's). You may use the forms in the Appendix D, MIL-STD 973 to prepare an ECP or RFD/RFW. You may use other media, as long as you give us all the information as requested on the Forms.
- (1) For ECP's include:
- (i) Requirements for Notices of Revision (NOR). (Instructions for NORs are in Attachment 15.)
  - (ii) Copies of drawings that you've clearly marked to identify the proposed change.
  - (iii) Any other documentation that will help us review your proposed change.
- (2) Requests for Deviations/Waivers - You must:
- (i) Prepare RFD/Ws per Attachment 20 instructions.
  - (ii) Include marked drawings and any other documentation that we'll need to review the proposed RFD/W.
  - (iii) Identify the number of parts affected on your submittal
- (3) Identify the two-digit weapon system code on your submittal. You may find all forms and attachments mentioned in this clause on the web at: [http://contracting.tacom.army.mil/rfd\\_w/rfd\\_w.htm](http://contracting.tacom.army.mil/rfd_w/rfd_w.htm)
- (4) The Contractor shall submit ECPs/VECPs and RFDs/RFWs to the Government electronically. You must use one of the following electronic mediums: 100 megabyte Zip\*-disk, 3 1/2 inch disk, 650 megabyte CD ROM, or E-mail. (E-mail files must be sized 3.5 mb or less.) Identify the software application, and version, that you used to create each file submitted.
- (5) ECPs/VECPs and RFDs/RFWs submitted in paper form are unacceptable and will be returned. You must use one of the following electronic formats:
- (i) Files readable using these Microsoft\* 97 Office Products: Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable.
  - (ii) Files in Adobe PDF (Portable Document Format).
  - (iii) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic ECPs/VECPs and RFDs/RFWs, and be accessible offline.
  - (iv) Other electronic formats. Before preparing your ECPs/VECPs or RFDs/RFWs in any other electronic format, please e-

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-D-S036 <b>MOD/AMD</b>	<b>Page 11 of 32</b>
---------------------------	---	----------------------

**Name of Offeror or Contractor:** WASHINGTON FOUNDRIES

mail the engineer, copy-furnished to the buyer and ACO, to obtain a decision as to the format's acceptability. Failure to e-mail the engineer to seek an alternate format's acceptability may result in rejection of your submission. All alternate methods must be at no cost to the Government. NOTE: The above formats may be submitted in compressed form using self-extracting files.

\*Registered Trademark

(d) Submittal Procedures for ECP's and RFD/W's.

- (1) Send one copy of the ECP or RFD/W in electronic format to your ACO.
- (2) Send one copy of the ECP or RFD/W in electronic format to the buyer listed on the solicitation / contract document.

WARNING - Submit complete, legible, virus free packages per paragraphs 1 and 2 above, or we may return your ECP/RFD/RFW without processing them.

(e) ACO Responsibility. Within ten working days from the day you receive the contractor's request, the ACO must prepare Comments on Deviation, Waiver, or Engineering Change Request, in electronic format, and forward it as follows:

ECPs/RFDs and RFWs. Email a copy of the contractor's request and ACO comments to the engineer (mccauleg@tacom.army.mil) and the buyer.

(f) Approval of ECPs, RFDs, and RFWs.

- (1) ECPs should be used to make permanent changes in the Government Technical Data Package (TDP). Contractual relief should be requested using a Request for Deviation or Waiver. This is because the Government requires more time to analyze any proposal to permanently change the specification or TDP. Cost saving improvements to the TDP should be submitted as a VECP, if a VE clause is contained in the contract.
- (2) ECPs. TACOM will review and make a decision within the ninety day timeframe. Notification of our decision will be made by the contracting officer or representative.

(3) RFDs/RFWs. Decision on RFDs and RFWs will be made within 30 days from the date we receive them from the ACO.

(g) Processing Emergency and Urgent ECPs. Ordinarily, ECPs submitted by the contractor will be deemed routine. If you submit an ECP that you consider to be an emergency or urgent (as defined in Appendix D), you must immediately notify the PCO. TACOM will review the criticality of the ECP, and, if we determine that it is urgent or critical, we'll follow the appropriate processing time-frames in paragraph 5.4.2.3.1.1 of MIL-STD-973 or notify you otherwise.

(h) Reminder - Only the PCO can change the Contract. NO OTHER GOVERNMENT REPRESENTATIVE is authorized to make a commitment for, or bind the Government.

(i) RFDs/RFWs shall contain sufficient pricing data to determine if a downward equitable adjustment to the contract is required. You may find all forms and attachments mentioned in this clause on the web at [http://contracting.tacom.army.mil/rfd\\_w/rfd\\_w.htm](http://contracting.tacom.army.mil/rfd_w/rfd_w.htm)

(j) Questions.

(1) Questions about preparation and submittal of change request should be directed to the Government Quality Assurance Representative (QAR).

(2) Questions about the status of change requests you've already submitted, contact the buyer. You can find the buyer's name, number and e-mail address in block 7 of the solicitation cover sheet (SF 33).

[End of Clause]

C-2	52.211-4053 (TACOM)	REQUIRED TAILORING LANGUAGE TO ELIMINATE CLASS I OZONE-DEPLETING SUBSTANCES (CIODS)	MAR/2000
<p>(a) The purchase description or Technical Data Package (TDP) for this contract incorporates one or more specifications or standards that, in their unmodified form, either authorize or require the use of Class I Ozone-Depleting Substances (CIODS). For purposes of your performance on this contract, those specifications (which are identified in paragraph (b) of this clause) are modified by special tailoring language which appears in the TACOM Acquisition Center's web-site. Directions for reaching our web-site and locating the required tailoring language appear in paragraph (c) of this clause.</p>			
<p>(b) Tailoring language to eliminate the authorization or requirement to use Class I Ozone-Depleting Substances (CIODS) is hereby</p>			

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAE07-03-D-S036      <b>MOD/AMD</b></p>	<p align="center"><b>Page 12 of 32</b></p>
---	--	--

**Name of Offeror or Contractor:** WASHINGTON FOUNDRIES

incorporated into this contract by reference. Packaging Specifications MIL-L-61002 and MIL-STD-129, where they apply, are affected by this tailoring language. Other specifications and standards affected are: MIL-C-53072.

(c) The CIODS listing that contains the required tailoring language is on the TACOM Acquisition Center web-site, which you can reach by using this URL: <http://contracting.tacom.army.mil/ciods.html>

[End of Clause]

C-3	52.246-4053	USE OF MIL-STD 1916	JAN/2001
	(TACOM)		

The Government will not accept lots whose samples submitted for acceptance contain nonconformances unless appropriately documented and approved by the contracting officer. The contractor shall use MIL-STD-1916, DOD Preferred Methods of Acceptance of Product. The Verification Level (VL) shall be VL IV for major characteristics and VL II for minor characteristics. MIL-HDBK-1916 provides guidance on the use of MIL-STD 1916. This handbook is not contractually binding.

[End of clause]

C-4	52.211-4008	DRAWING LIMITATIONS	NOV/2002
	(TACOM)		

(a) The drawings supplied with this contract are not shop or process drawings. They are engineering design drawings. They are adequate to permit manufacture, and:

- (1) depict the completed (item(s), and
- (2) serve as the basis for inspection of the completed item(s).

(b) These drawings DON'T cover intermediate drawings/specifications or steps in the manufacturing process. As a result, even if you meet all the dimensions and tolerances specified in the engineering design drawing for each individual part, a cumulative unacceptable fit for the contract item could result.

(c) YOU ARE RESPONSIBLE for producing the shop or process drawings needed to cover intermediate steps in the manufacturing process.

(d) The Contractor agrees that he has obtained all specifications and drawings necessary to manufacture the items being solicited in accordance with the TDP including all incorporated specifications and drawings. The contractor is responsible for having all drawings and specifications. Delivery delays are not excusable where the contractor asserts that it did not have a specification or drawing and has failed to request, in writing, the specification from either the Contracting Officer or Contract Specialist prior to the solicitation closing date.

(e) If you fail to produce an end item with a cumulative fit that conforms to Government drawings, specifications or other supplemental manufacturing documentation, you'll be responsible for correcting this condition at no additional cost to the Government and no delivery schedule extension.

[End of Clause]

C-5	52.211-4010	ACQUISITION OF MANUFACTURER'S PART NUMBER: COMPONENTS	FEB/1998
	(TACOM)		

One or more of the drawings for part of the contract item set forth in the Schedule and in the Technical Data Package specify manufacturer's part numbers. Since complete Government technical data for such part or parts are not available, it is understood that the Contractor, by accepting this contract, agrees to furnish only the listed manufacturer's part number(s) for those components of the contract item, except as provided in the provision entitled NOTICE REGARDING "SOURCE-CONTROLLED" COMPONENTS. (See Section L.) It is further understood and agreed that references to manufacturer's part numbers herein shall be deemed to include all changes or revisions thereto which the approved manufacturer has made effective as of the first date of delivery of any of the items under this contract; provided, that no change or revision that affects the interchangeability (ability to be interchanged with previous parts and to match with all mating parts when assembled) of the listed manufacturer's part shall be incorporated into the contract item without the prior written approval of the Procuring Contracting Officer.

[End of Clause]

C-6	52.211-4021	WELDING SYMBOLS - CLARIFICATION OF GROOVE WELDING SYMBOL	APR/1995
-----	-------------	--	----------

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-D-S036 <b>MOD/AMD</b>	<b>Page</b> 13 <b>of</b> 32
<b>Name of Offeror or Contractor:</b> WASHINGTON FOUNDRIES		

(TACOM)

You must interpret welding symbols in accordance with AWS A2.4, except in the case of groove welds. In the case of groove welds, if the drawing doesn't specify an effective throat and/or weld size, interpret the dimension to the left of the groove welding symbol to mean both depth of preparation and effective throat/weld size.

[End of Clause]

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 14 of 32
	PIIN/SIIN DAAE07-03-D-S036	MOD/AMD	
Name of Offeror or Contractor: WASHINGTON FOUNDRIES			

SECTION D - PACKAGING AND MARKING

	Regulatory Cite	Title	Date
D-1	52.247-4016 (TACOM)	HEAT TREATMENT AND MARKING OF WOOD PACKAGING MATERIALS	JUL/2002

ALL NON-MANUFACTURED WOOD USED IN PACKAGING SHALL BE HEAT TREATED TO A CORE TEMPERATURE OF 56 DEGREES CELSIUS FOR A MINIMUM OF 30 MINUTES. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL BE AFFILIATED WITH AN INSPECTION AGENCY ACCREDITED BY THE BOARD OF REVIEW OF THE AMERICAN LUMBER STANDARD COMMITTEE. THE BOX/PALLET MANUFACTURER AND THE MANUFACTURER OF WOOD USED AS INNER PACKAGING SHALL ENSURE TRACEABILITY TO THE ORIGINAL SOURCE OF HEAT TREATMENT. EACH BOX/PALLET SHALL BE MARKED TO SHOW THE CONFORMANCE TO THE INTERNATIONAL PLANT PROTECTION CONVENTION STANDARD. BOXES/PALLETS AND ANY WOOD USED AS INNER PACKAGING MADE OF NON-MANUFACTURED WOOD SHALL BE HEAT TREATED. THE QUALITY MARK SHALL BE PLACED ON BOTH ENDS OF THE OUTER PACKAGING, BETWEEN THE END CLEATS OR END BATTENS; ON TWO SIDES OF THE PALLET.

[End of Clause]

Packaging Requirements Sheet 1 of 1  
(Common Selective Group Packaging Requirements)

PRON: 14R718  
NSN: 2530-00-162-1986  
MILSTRIP: W56HZV1074T846

A. Military preservation, packing, and marking for the item identified above shall be accomplished in accordance with the specific requirements identified below and all the applicable requirements of MIL-STD-2073-1D.

PRESERVATION: MILITARY  
LEVEL OF PACKING: B  
QUANTITY PER UNIT PACKAGE: 001  
QUANTITY OF UNIT PACKAGES PER INTERMEDIATE CONTAINER: 000  
UNIT PACKAGE WEIGHT (lbs): 0056.0  
UNIT PACKAGE CUBE (cubic feet): 0002.362  
UNIT PACKAGE SIZE (length x width x depth inches): 024.0 x 017.0 x 10.0

B. MIL-STD-2073-1D, Appendix J establishes and defines codes used in describing military packaging methods and materials. The following codes from Appendix J apply:

Preservation Method Code (Table J.I. and J.IA.): 20  
Cleaning Procedure Code (Table J.II) 1  
Preservative Material Code (Table J.III) 00  
Wrapping Material Code (Table J.IV) 00  
Cushioning and Dunnage Code (Table J.V) AD  
Thickness of Cushioning or Dunnage Code (Table J.VI) X  
Unit Container Code (Table J.VII) ED  
Intermediate Container Code (Table J.VII) 00  
Packing Code (Table J.IX and J.IXA) A  
Special Marking Code (Table J.X) 00

C. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.

D. Marking: In addition to any special markings called out above, all unit packages, intermediate packs, exterior shipping containers, and, as applicable, unitized loads shall be marked in accordance with MIL-STD-129N, including bar coding, see AIM-BC1, Uniform Symbology Specification(USS) 39, Document Number: X5-2.

E. These packaging requirements are intended to provide protection against environmentally induced corrosion and deterioration, physical and mechanical damage, and other forms of degradation during storage, multiple handling, and shipment associated with the military distribution system. The Government encourages contractors to submit requests for changes that will result in savings or improve the

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-D-S036 <b>MOD/AMD</b>	<b>Page</b> 15 <b>of</b> 32
---------------------------	---	-----------------------------

**Name of Offeror or Contractor:** WASHINGTON FOUNDRIES

packaging. Please submit request for changes in accordance with the RFD/RFW clause of the contract. Any design changes or changes in the method of preservation that provide a cost savings without degrading the method of preservation or packing and without affecting the serviceability of the item will be considered and responded to within 10 days of submission to the ACO. Government reserves the right to require testing to validate alternate industrial preservation methods, materials, alternate blocking, bracing, cushioning, and packing at contractors expense.

F. SUPPLEMENTAL INSTRUCTIONS:

Four (4) individual shoes per Unit Pack. Use unit container style FOL with Liner.

\*\*\* END OF NARRATIVE D 001 \*\*\*

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-D-S036 <b>MOD/AMD</b>	<b>Page 16 of 32</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** WASHINGTON FOUNDRIES

SECTION E - INSPECTION AND ACCEPTANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES--FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.211-4069 (TACOM)	WELDING INSPECTION REQUIREMENTS	MAR/2001

(a) INSPECTION: As the contractor, during performance of this contract you will verify weld quality and workmanship using qualified inspectors trained to perform these inspection functions. Acceptable qualification of your inspectors may be based on:

- (1) current or previous certification as an AWS Certified Welding Inspector; or
- (2) current or previous certification by the Canadian Welding Bureau (CWB); or
- (3) inspection performed by an engineer or technician who is competent in the use of weld inspection techniques and equipment, on the basis of (i) formal training or (ii) experience, or both, in metals fabrication, inspection, and testing.

(b) NON BALLISTIC VISUAL INSPECTION. You will perform all non-ballistic visual inspections of weld quality and workmanship for structural steel in accordance with Section 6 of AWS D1.1-96. For structural aluminum, you may perform non-ballistic visual inspections of weld quality and workmanship using the guidelines given in MIL-STD-370A, dated 21 Sep 93.

(c) BALLISTIC VISUAL INSPECTION. You will perform all ballistic visual inspections in accordance with section 6 of the UDLP/TACOM Ground Combat Vehicle Code--Aluminum, dated July 1996. Copies of this document can be obtained by written request to:

Commander, US Army Tank-automotive and Armaments Command  
ATTN: AMSTA-TR-E/Materials  
Warren, MI 48397-5000

[End of Clause]

E-4	52.246-4025 (TACOM)	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT--TACOM QUALITY SYSTEM REQUIREMENT	OCT/1997
-----	------------------------	---	----------

(a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve (i) defect prevention and (ii) process control, providing adequate quality controls throughout all areas of contract performance.

(b) Your quality system may be based on (i) international quality standards such as the ISO 9000 series, or (ii) military, or (iii) commercial, or (iv) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

- [ X] ISO 9001
- [ ] ISO 9002
- [ ] QS 9000
- [ ] ANSI/ASQ Q9001
- [ ] ANSI/ASQ Q9002
- [ ] Other, specifically \_\_\_\_\_

(Note: if you check the "Other" block because you intend to use an in-house quality system, or one based on a commercial, national, or international system not identified above, then in addition to identifying your proposed system in the space above, to the right of the word "Other," you must attach a description of this system to your offer in response to the solicitation, so that we can assess its suitability. If you receive a contract award, your proposed system will be required by the contract.)

(c) Certification of compliance or registration of the quality system you identify above, by an independent standards organization or auditor, does not need to be furnished to us under this contract. However, you may attach a copy of such certification with your offer in response to the solicitation, as proof of system compliance.

(d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contractual requirements.

[End of Clause]



Name of Offeror or Contractor: WASHINGTON FOUNDRIES

E-5	52.246-4028	INSPECTION POINT: ORIGIN	FEB/1994
	(TACOM)		

We will inspect the supplies as described elsewhere in this solicitation/contract before acceptance. Fill-in the location, contractor's or subcontractor's plant, where origin inspection will occur.

CONTRACTOR'S PLANT:	<u>Washington Foundries, Inc.</u>				
	(Name)				
	<u>1434 Vian</u>	<u>Hewlett</u>	<u>Nassau</u>	<u>New York</u>	<u>11557</u>
	(Address)	(City)	(County)	(State)	(Zip)

SUBCONTRACTOR'S PLANT:	<u>Syntak Industries, Inc.</u>				
	(Name)				
	<u>21966 Adams</u>	<u>Porter</u>	<u>TX</u>	<u>77365</u>	
	(Address)	(City)	(County)	(State)	(Zip)

[End of Clause]

E-6	52.246-4029	ACCEPTANCE POINT: ORIGIN	OCT/2002
	(TACOM)		

We will accept these supplies at the address or addresses designated in the Section E clause entitled INSPECTION POINT.

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-D-S036 <b>MOD/AMD</b>	<b>Page 18 of 32</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** WASHINGTON FOUNDRIES

SECTION F - DELIVERIES OR PERFORMANCE

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-59	F.O.B. ORIGIN--CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-5	52.242-4457 (TACOM)	DELIVERY SCHEDULE FOR DELIVERY ORDERS	OCT/2002

(a) Unless we specify a different delivery schedule in an individual delivery order, the following delivery schedule applies to delivery orders under this contract:

(1) Start deliveries 90 days after the delivery order date. Continue delivering every thirty days, if necessary, until all items are delivered.

(i) You'll deliver a minimum of 50 units every 30 days;

(ii) You can deliver more than the minimum number of units every thirty days: at no additional cost to the Government.

(2) Delivery is defined as follows:

(i) FOB Origin - Contractor is required to deliver its shipment as provided in FAR 52.247-29(a)(1)-(4) by the time specified in the individual delivery order.

(ii) FOB Destination - Contractor is required to deliver its shipment as provided in FAR 52.247-34(a)(1)-(2) by the time specified in the individual delivery order. The contractor must take into consideration the length of time necessary to deliver its shipment to the destination designated in the delivery order, to ensure that the item reaches its destination by the time reflected in the delivery order.

(3) Proposing an accelerated delivery schedule will not prejudice your offer. However, if you propose a delivery schedule longer than the schedule listed above, your offer may be determined unacceptable for award.

(b) CONTRACTOR'S PROPOSED SCHEDULE:

(1) I WILL START DELIVERIES 120 DAYS AFTER THE AWARD DATE. DELIVERIES ON SUBSEQUENT DELIVERY ORDERS WILL START \_\_\_\_\_ DAYS AFTER DELIVERY ORDER AWARD DATE.

(2) I WILL DELIVER A QUANTITY OF 50 UNITS EVERY 30 DAYS, BUT I HAVE THE CAPABILITY TO DELIVER UP TO A MAXIMUM OF \_\_\_\_\_ UNITS EVERY 30 DAYS.

ATTENTION: IF YOU DO NOT INSERT A MAXIMUM QUANTITY ABOVE, YOU MAY BE REQUIRED TO DELIVER UP TO A MAXIMUM QUANTITY OF 500 EVERY 30 DAYS.

[End of Clause]

F-6	52.211-16	VARIATION IN QUANTITY	APR/1984
-----	-----------	-----------------------	----------

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

\_\_\_\_ZERO\_\_\_\_ percent increase; and  
\_\_\_\_ZERO\_\_\_\_ percent decrease.

(c) This increase or decrease shall apply to THE TOTAL CONTRACTUAL QUANTITY.

[End of Clause]

F-7	52.247-65	F.O.B. ORIGIN--PREPAID FREIGHT--SMALL PACKAGE SHIPMENTS	JAN/1991
-----	-----------	---	----------

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE07-03-D-S036 MOD/AMD	Page 19 of 32
--------------------	--	---------------

Name of Offeror or Contractor: WASHINGTON FOUNDRIES

(a) When authorized by the Contracting Officer, f.o.b. origin freight shipments which do not have a security classification shall move on prepaid commercial bills of lading or other shipping documents to domestic destinations, including air and water terminals. Weight of individual shipments shall be governed by carrier restrictions but shall not exceed 150 pounds by any form of commercial air or 1,000 pounds by other commercial carriers. The Government will reimburse the Contractor for reasonable freight charges.

(b) The Contractor shall annotate the commercial bill of lading as required by the clause of this contract entitled Commercial Bill of Lading Notations.

(c) The Contractor shall consolidate prepaid shipments in accordance with procedures established by the cognizant transportation office. The Contractor is authorized to combine Government prepaid shipments with the Contractor's commercial shipments for delivery to one or more consignees and the Government will reimburse its pro rata share of the total freight costs. The Contractor shall provide a copy of the commercial bill of lading promptly to each consignee. Quantities shall not be divided into mailable lots for the purpose of avoiding movement by other modes of transportation.

(d) Transportation charges will be billed as a separate item on the invoice for each shipment made. A copy of the pertinent bill of lading, shipment receipt, or freight bill shall accompany the invoice unless otherwise specified in the contract.

(e) Loss and damage claims will be processed by the Government.

[End of Clause]

F-8	52.247-4005 (TACOM)	SHIPMENT OF SUPPLIES AND DETENTION OF CARRIERS EQUIPMENT	FEB/2002
-----	------------------------	--	----------

(a) Unless otherwise directed, shipment items under this contract in following order of priority:

- (1) Government Bill(s)/Commercial of Lading or US Postal Services;
- (2) Prepaid Commercial Bill(s) of Lading with transportation charges entered as a separate item on the invoice; or
- (3) As otherwise instructed when the contract prohibits use of Government funds for transportation costs.

(b) The Contractor will request:

- (1) Government Bills of Lading and
- (2) Routing and other instructions, including MILSTAMP (Military Standard Transportation and Movement Procedure), as to the methods of shipment to be followed by the Contractor, or

(c) The Contractor and subcontractor(s) must allow prompt and convenient access of carrier's equipment to loading docks or platforms where the contract items supplies will be loaded. Any charges for detention of carrier's equipment shall be for the account of the Contractor, except when the detention is required or caused by the Government.

[End of Clause]

F-9	52.247-4017 (TACOM)	DEPOT ADDRESS FOR THE APPLICABLE MODE OF SHIPMENTS: IN-THE-CLEAR ADDRESSES	JAN/2001
-----	------------------------	--	----------

Rail/ Motor SPLC*	MILSTRIP Address Code	Rail Ship To:	Motor Ship To:	Parcel Post Mail To:
206721/ 209405	W25G1U	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA	Transportation Officer Defense Dist Depot Susquehanna New Cumberland, PA 17070-5001
875670/ 875675	W62G2T	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10	Transportation Officer XU Def Dist Depot San Joaquin 25600 S Chrisman Rd Rec Whse 10	Transportation Officer Dist Depot San Joaquin P O Box 96001 Stockton, CA 95296-0130

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 20 of 32
	PIIN/SIIN DAAE07-03-D-S036	MOD/AMD	

Name of Offeror or Contractor: WASHINGTON FOUNDRIES

		Tracy, Ca 95376-5000	Tracy, Ca 95376-5000	
471995/ 471996	W31G1Z	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Bynum, AL	Transportation Officer Anniston Army Depot, Anniston, AL 36201-5021
209741/ 209770	W25G1R	Transportation Officer Letterkenny Army Depot, Culbertson, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA	Transportation Officer Letterkenny Army Depot, Chambersburg, PA 17201-4150
661136/ 661157	W45G19	Transportation Officer Red River Army Depot, Defense, TX	Transportation Officer Red River Army Depot, Texarkana, TX	Transportation Officer Red River Army Depot, Texarkana, TX 75507-5000
764538/ 764535	W67G23	Transportation Officer Tooele Army Depot, Warner, UT	Transportation Officer Tooele Army Depot, Tooele, UT	Transportation Officer Tooele Army Depot, Tooele, UT 84074-5003

\*\*\*SPLC indicates Standard Point Locator Code.

NOTE: The following is applicable only when so specified in an individual order or delivery increment:

This requirement is a depot replenishment buy, a portion of which is or may be required to fill Direct Support System (DSS) requisitions. Shipment shall be made, as specified, to one or more of:

New Cumberland Army Depot  
Red River Army Depot  
Sharpe Army Depot

prior to shipments to any other depots as may be designated. When more than one depot is designated for DSS shipments, priority shipments will be made equally to each of the designated destinations.

[End of Clause]

Name of Offeror or Contractor: WASHINGTON FOUNDRIES

SECTION G - CONTRACT ADMINISTRATION DATA

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
G-1	52.246-4045 (TACOM)	CRITICALITY OF THE CONTRACT ITEM	AUG/1994

The contract item has critical application. Before we formally accept the contract item, you or we must perform specific critical inspections of the supplies as the quality assurance requirements in the TDP (Technical Data Package) mandate. Reference DFARS 246.203(c).

[End of Clause]

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-D-S036 <b>MOD/AMD</b>	<b>Page 22 of 32</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** WASHINGTON FOUNDRIES

SECTION H - SPECIAL CONTRACT REQUIREMENTS

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.232-16	PROGRESS PAYMENTS (ALTERNATE I dated Mar 2000)	DEC/2002
H-2	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991
H-3	252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
H-4	252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
H-5	252.225-7009	DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
H-6	252.225-7010	DUTY-FREE ENTRY--ADDITIONAL PROVISIONS	AUG/2000
H-7	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
H-8	252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
H-9	252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
H-10	52.216-18	ORDERING	OCT/1995

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through five years from the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

[End of Clause]

H-11	52.216-19	ORDER LIMITATIONS	OCT/1995
------	-----------	-------------------	----------

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 20 units, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 1,200 units.

(2) Any order for a combination of items in excess of 1,200 units.

(3) A series of orders from the same ordering office within 120 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the REQUIREMENTS clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

H-12	52.204-4005 (TACOM)	REQUIRED USE OF ELECTRONIC CONTRACTING	DEC/2002
------	------------------------	--	----------

(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-D-S036 <b>MOD/AMD</b>	<b>Page 23 of 32</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** WASHINGTON FOUNDRIES

Wide Web (WWW) site: <http://www.ccr2000.com> . (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: [http://contracting.tacom.army.mil/awards\\_official.htm](http://contracting.tacom.army.mil/awards_official.htm)  
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>  
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>  
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>  
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm> . If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft\* 97 Office Products (TACOM can currently read OFFICE 97\* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP\*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to [amsta-idq@tacom.army.mil](mailto:amsta-idq@tacom.army.mil), to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: [acqcenweb@tacom.army.mil](mailto:acqcenweb@tacom.army.mil) or by calling (586) 574-7059.

[End of Clause]

H-13      52.246-4026      LOCAL ADDRESSES FOR DD FORM 250  
(TACOM)

MAR/2002

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

[DD250@tacom.army.mil](mailto:DD250@tacom.army.mil)

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-D-S036 <b>MOD/AMD</b>	<b>Page</b> 24 <b>of</b> 32
---------------------------	---	-----------------------------

**Name of Offeror or Contractor:** WASHINGTON FOUNDRIES

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

[End of Clause]



CONTINUATION SHEET	Reference No. of Document Being Continued		Page 25 of 32
	PIIN/SIIN DAAE07-03-D-S036	MOD/AMD	
Name of Offeror or Contractor: WASHINGTON FOUNDRIES			

SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATIONS	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT/1997
I-16	52.215-13	SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS	OCT/1997
I-17	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-18	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-19	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-20	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-21	52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB/1997
I-22	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-23	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
I-24	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-25	52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	DEC/2001
I-26	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-27	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-28	52.223-6	DRUG FREE WORKPLACE	MAY/2001
I-29	52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT/2000
I-30	52.225-8	DUTY-FREE ENTRY	FEB/2000
I-31	52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL/2000
I-32	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-33	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-34	52.227-9	REFUND OF ROYALTIES	APR/1984
I-35	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-36	52.229-5	TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-37	52.232-1	PAYMENTS	APR/1984
I-38	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-39	52.232-11	EXTRAS	APR/1984
I-40	52.232-17	INTEREST	JUN/1996
I-41	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-42	52.232-25	PROMPT PAYMENT	FEB/2002
I-43	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-44	52.233-1	DISPUTES	JUL/2002
I-45	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-46	52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-47	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-48	52.242-13	BANKRUPTCY	JUL/1995
I-49	52.243-1	CHANGES--FIXED-PRICE	AUG/1987
I-50	52.246-23	LIMITATION OF LIABILITY	FEB/1997
I-51	52.247-1	COMMERCIAL BILL OF LADING NOTATIONS the notation set forth in	APR/1984

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 26 of 32
	PIIN/SIIN	MOD/AMD	
Name of Offeror or Contractor: WASHINGTON FOUNDRIES			

	Regulatory Cite	Title	Date
		paragraph (a) of the clause applies in this contract.` The agency name in line one of the notation shall read:US ARMY TANK-AUTOMOTIVE & ARMAMENTS COMMAND	
I-52	52.248-1	VALUE ENGINEERING	FEB/2000
I-53	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-54	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-55	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-56	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES	MAR/1999
I-57	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-58	252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-59	252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98	MAR/1998
I-60	252.211-7005	SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS	OCT/2001
I-61	252.215-7000	PRICING ADJUSTMENTS	DEC/1991
I-62	252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-63	252.225-7014	PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1)	MAR/1998
I-64	252.225-7016	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000
I-65	252.225-7017	PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA	FEB/2000
I-66	252.225-7025	RESTRICTION ON ACQUISITION OF FORGINGS	JUN/1997
I-67	252.225-7026	REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES	JUN/2000
I-68	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-69	252.242-7003	APPLICATION FOR U.S. GOVERNMENT SHIPPING DOCUMENTATION/INSTRUCTIONS	DEC/1991
I-70	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-71	252.244-7000	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS)	MAR/2000
I-72	52.209-1	QUALIFICATION REQUIREMENTS	FEB/1995

(a) Definition: Qualification requirement, as used in this clause, means a Government requirement for testing or other quality assurance demonstration that must be completed before award.

(b) One or more qualification requirements apply to the supplies or services covered by this contract. For those supplies or services requiring qualification, whether the covered product or service is an end item under this contract or simply a component of an end item, the product, manufacturer, or source must have demonstrated that it meets the standards prescribed for qualification before award of this contract. The product, manufacturer, or source must be qualified at the time of award whether or not the name of the product, manufacturer, or source is actually included on a qualified products list, qualified manufacturers list, or qualified bidders list. Offerors should contact the agency activity designated below to obtain all requirements that they or their products or services, or their subcontractors or their products or services, must satisfy to become qualified and to arrange for an opportunity to demonstrate their abilities to meet the standards specified for qualification.

(Name) SEE SUPPORTING ACTIVITY(IES) LISTED IN THE SPECIFICATION(S)  
(Address)

(c) If an offeror, manufacturer, source, product or service covered by a qualification requirement has already met the standards specified, the relevant information noted below should be provided.

Offeror's Name \_\_\_\_\_  
Manufacturer's Name \_\_\_\_\_  
Source's Name \_\_\_\_\_  
Item Name \_\_\_\_\_  
Service \_\_\_\_\_  
Identification\_\_\_\_\_Test Number\_\_\_\_\_(to the extent known)

(d) Even though a product or service subject to a qualification requirement is not itself an end item under this contract, the product, manufacturer, or source must nevertheless be qualified at the time of award of this contract. This is necessary whether the Contractor or a subcontractor will ultimately provide the product or service in question. If, after award, the Contracting Officer

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-D-S036      MOD/AMD</p>	<p style="text-align: center;"><b>Page 27 of 32</b></p>
--	--	---

**Name of Offeror or Contractor:** WASHINGTON FOUNDRIES

discovers that an applicable qualification requirement was not in fact met at the time of award, the Contracting Officer may either terminate this contract for default or allow performance to continue if adequate consideration is offered and the action is determined to be otherwise in the Government's best interests.

(e) If an offeror, manufacturer, source product or service has met the qualification requirement but is not yet on a qualified products list, qualified manufacturers list, or qualified bidders list, the offeror must submit evidence of qualification prior to award of this contract. Unless determined to be in the Government's interest, award of this contract shall not be delayed to permit an offeror to submit evidence of qualification.

(f) Any change in location or ownership of the plant where a previously qualified product or service was manufactured or performed requires reevaluation of the qualification. Similarly, any change in location or ownership of a previously qualified manufacturer or source requires reevaluation of the qualification. The reevaluation must be accomplished before the date of award.

[End of Clause]

I-73	52.216-22	INDEFINITE QUANTITY	OCT/1995
------	-----------	---------------------	----------

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the ORDER LIMITATIONS clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed by the Contractor within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five years and six months after contract award.

[End of Clause]

I-74	52.219-4	NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS	JAN/1999
------	----------	--	----------

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

- (b) Evaluation preference.
- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-
    - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference;
    - (ii) Otherwise successful offers from small business concerns;
    - (iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and
    - (iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-D-S036 <b>MOD/AMD</b>	<b>Page 28 of 32</b>
<b>Name of Offeror or Contractor:</b> WASHINGTON FOUNDRIES		

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[ ] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-75                      52.223-11                      OZONE-DEPLETING SUBSTANCES                      MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_ \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

\*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-76                      52.244-6                      SUBCONTRACTS FOR COMMERCIAL ITEMS                      MAY/2002

(a) Definitions. As used in this clause--

(1) "Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

(2) "Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAE07-03-D-S036      MOD/AMD</p>	<p style="text-align: center;"><b>Page 29 of 32</b></p>
--	--	---

**Name of Offeror or Contractor:** WASHINGTON FOUNDRIES

(1) The contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000)(15U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (APR 2002)(E.O. 11246);

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998)(29 U.S.C. 793);

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (JUN 2000)(46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimum number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

[End of Clause]

I-77      52.252-6      AUTHORIZED DEVIATIONS IN CLAUSES      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-78      252.204-7004      REQUIRED CENTRAL CONTRACTOR REGISTRATION      MAR/2000

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-03-D-S036 <b>MOD/AMD</b>	<b>Page 30 of 32</b>
<b>Name of Offeror or Contractor:</b> WASHINGTON FOUNDRIES		

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-79                      252.247-7023                      TRANSPORTATION OF SUPPLIES BY SEA                      MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAE07-03-D-S036 <b>MOD/AMD</b>	<b>Page 31 of 32</b>
<b>Name of Offeror or Contractor:</b> WASHINGTON FOUNDRIES		

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAE07-03-D-S036 <b>MOD/AMD</b>	<b>Page 32 of 32</b>
---------------------------	--	----------------------

**Name of Offeror or Contractor:** WASHINGTON FOUNDRIES

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY	TOTAL
---------------------	------------------------	----------	-------

- (g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.
- (h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:
- (1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-80	252.248-7000	PREPARATION OF VALUE ENGINEERING CHANGE PROPOSALS	MAY/1994
------	--------------	---	----------

Prepare Value Engineering Change Proposals, for submission pursuant to the VALUE ENGINEERING clause of this contract, in the format prescribed by the version of MIL-STD-973 in effect on the date of contract award.

[End of Clause]

I-81	52.204-4009 (TACOM)	MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION	JUN/1999
------	------------------------	--	----------

- (a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)
- (b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.
- (c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).
- (d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.
- (e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]